

**IMPLEMENTING ARRANGEMENT BETWEEN
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF INDUSTRY AND ENERGY
OF THE KINGDOM OF SPAIN
ON COOPERATION IN RESEARCH ON RADIOLOGICAL EVALUATIONS**

The Department of Energy of the United States of America and the Ministry of Industry and Energy of the Kingdom of Spain, working through the Center for Energy, Environmental, and Technological Research, an autonomous Spanish government agency under the Secretariat of State for Energy and Mineral Resources, hereinafter referred to as the Parties:

Desiring to continue and advance the scientific and technological collaboration in the radiological assessment based on the accidental release of fissionable materials in Palomares, Spain, in 1966, initiated following the exchange of letters between the U.S. Atomic Energy Commission and the Nuclear Energy Office of Spain of February 25, 1966;

Recognizing that the Agreement for Scientific and Technological Cooperation Between the Government of the United States of America and the Kingdom of Spain, signed at Madrid on June 10, 1994, provides for scientific and technological cooperation in such areas as may be mutually agreed:

Noting the benefits to humanity of increased scientific understanding of the radiation effects upon health and the environment;

Hereby agree as follows:

**ARTICLE 1
SCOPE AND OBJECTIVE**

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- A. This Implementing Arrangement is subject to the terms and conditions of the Agreement for Scientific and Technological Cooperation Between the Government of the United States of America and the Kingdom of Spain, signed at Madrid on June 10, 1994, hereinafter referred to as the Umbrella Agreement. In the event of any conflict between the terms and conditions of the Umbrella Agreement and of this Implementing Arrangement, the terms and conditions of the Umbrella Agreement shall govern.
 - B. The objective of this Implementing Arrangement is to establish a framework for scientific and technological cooperation by the Parties in radiological studies resulting from the accidental release of fissionable materials that occurred in Palomares, Spain, on January 17, 1966.
 - C. Cooperation under this Implementing Arrangement may include assessments and scientific validation of the consequences of the release of fissionable materials on health and the environment.

ARTICLE 2 FORMS OF COOPERATION

Cooperation under **this** Implementing Arrangement may include:

- A. Exchange of information and data on scientific and technical activities, developments, practices, methods, and **results**;
- B. Exchange **of** scientists, engineers, and other specialists for agreed periods **of** time for participation in experiments, analysis, design, and other research and development activities at research centers, laboratories, engineering offices, and other facilities and enterprises of the Parties or of contractors of the **Parties**;
- C. Short-term visits by staff or assignment of staff, subject to the prior written agreement on each occasion of the Party receiving such **staff**;
- D. organization of, and **participation** in, seminars, workshops, review panels, and other meetings;
- E. Exchange and provision of samples, materials, instruments, and components for experiments, testing, and evacuation;
- F. Execution of joint studies, projects or experiments, including joint design, construction, and operational activities; **and** G. Other forms of cooperation as mutually agreed by the Parties in writing.

ARTICLE 3 MANAGEMENT

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- A. Each Party shall name one Principal Coordinator to supervise activities under this Implementing Arrangement. **The** Principal Coordinators shall meet to evaluate the status of cooperation as the **Parties** deem necessary. Meetings shall be held alternately in the United States and in Spain. The evaluation of the status of cooperation shall include review of the achievements, problems, and effectiveness of activities. The Principal Coordinators shall give consideration to future program **opportunities** and objectives with a view to maximizing the mutual benefits of **cooperation**.
 - B. Subject to the prior approval of the Parties, each Principal Coordinator may designate one Technical Coordinator. The Technical Coordinators shall be responsible for management of programs of **cooperation** and for establishing and maintaining working contacts at the staff **level**.

ARTICLE 4 PROJECT ANNEXES

When the Parties agree **to undertake** a cooperative activity as described in Article 2(F), the Parties will conclude a Project Annex. Each such Project Annex **shall** include detailed provisions for carrying out **the** specific form of **cooperative** activity and shall cover such matters as technical scope, management, **total** costs, cost sharing and schedule, as appropriate. Each such Project Annex **shall be** attached as an annex to this Implementing Arrangement.

ARTICLE 5 ASSIGNMENT OF STAFF

The following provisions shall **apply** concerning assignment of staff

- A. Whenever an assignment of **staff** is contemplated under this Implementing Arrangement, each Party **shall** ensure that qualified staff **are** selected for assignment to the other Party. A Party proposing an assignment of staff **shall** notify the receiving Party of the name of the persons proposed for the assignment and, upon request of the receiving Party **shall** provide any relevant information concerning such persons.
- B. Unless otherwise agreed to in **writing in a Project Annex**, each Party **shall** be responsible for the salaries, insurance, and allowances to **be** paid to its staff. The Assigning Party shall pay for the **travel** and living expenses of its **staff while on assignment** to the receiving Party, unless otherwise **agreed** by the Parties in writing.
- C. **The** receiving Party **shall** assist in arranging for adequate accommodations for the assigned staff and their families on a mutually agreeable reciprocal basis.
- D. The receiving Party shall provide **all necessary assistance** to the assigned staff and their families as regards administrative formalities (**i.e., travel** arrangements).
- E. The staff of each **Party** shall conform **to the** general **and** special rules of work and safety regulations in force **at** the establishment of **the** receiving **Party, unless** otherwise agreed in a separate assignment agreement.

ARTICLE 6 EXCHANGE OF EQUIPMENT

The following provisions **shall** apply concerning exchanges of equipment:

- A. **A** Party may provide equipment to be utilized in a joint activity as mutually agreed by the Parties in writing. **The** Party providing the equipment **shall supply to the receiving Party**, in a timely manner, a detailed list of the equipment to be provided, relevant specifications, **and** appropriate technical and informational documentation related to the use, maintenance, and repair of the equipment provided.
- B. The receiving Party **shall** use its best efforts to facilitate entry into and exit from **its** territory of equipment of the other Party.
- C. The receiving Party shall provide premises for equipment provided, and shall provide utilities such as electric power, water, and gas, as necessary for its efficient operation. The **receiving** Party normally **shall** provide materials to be tested, which meet technical requirements as mutually agreed by the Parties. The receiving Party **shall** bring equipment provided by the other Party into operation at the host establishment only as **mutually** agreed by the Parties.
- D. A Party sending equipment and spare parts to the other Party for use in joint activities **shall** retain **title** to equipment and necessary spare parts, and the property **shall** be returned to the sending Party upon completion of **the** joint activity, unless **otherwise** agreed by the Parties in writing.

ARTICLE 7 -AVAILABLE INFORMATION

- A. **The Parties shall exchange information necessary to carry out this Implementing Arrangement. All information arising under this Implementing Arrangement will be promptly exchanged between the Parties. The Parties share the objective of providing adequate and effective protection for intellectual property created or furnished in support of this Implementing Arrangement.**
- B. Information transmitted by one **Party to the other Party** under this Implementing Arrangement **shall be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the receiving Party or by any third Party.**

ARTICLE 8 INTELLECTUAL PROPERTY

The provisions for the protection and allocation of intellectual **property** and the treatment of business-confidential information set forth in Annex I to the Umbrella Agreement **shall** apply to **all** activities carried out under this Implementing Arrangement.

ARTICLE 9 SECURITY OBLIGATIONS

- A. **No** information or equipment requiring protection in the interests of national defense or foreign relations of either Party **and** classified in accordance with the applicable national laws and regulations shall be provided under this Implementing Arrangement. **In** the event that information or equipment, which is known **or** believed to require such protection, is identified in the course of cooperative activities undertaken pursuant to this Implementing Arrangement, it **shall** be brought immediately to the attention of the appropriate **officials**, **and the Parties shall consult to identify and agree upon appropriate security measures for the protection of the information and equipment.**
- B. The transfer of unclassified export-controlled information or equipment between the Parties **shall** be in accordance with the relevant laws and regulations of each **Party**. If either Party deems it necessary, detailed provisions for the prevention of unauthorized transfer of such information or equipment **shall** be incorporated into the contracts or project annexes. Export-controlled information **shall be marked** to identify it as **export-controlled** and identify any restrictions on further use or transfer.

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ARTICLE 10 COSTS

Unless otherwise agreed in writing, costs resulting from activities under this Implementing Arrangement **shall** be the responsibility of the Party **that** incurs them.

ARTICLE 11 APPLICABLE LAW

Cooperation under this Implementing Arrangement shall be conducted according to the international obligations, laws and regulations of the Parties, and **shall** be subject to the **availability** of appropriated funds.

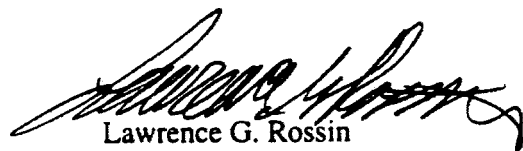
ARTICLE 12
FINAL PROVISIONS

- A. This Implementing **Arrangement will** enter into force upon signature and remain in force for ten (10) years. and be automatically renewed for five-year periods. It maybe amended by written agreement of the Parties.
- B. The Parties may continue **all** activities initiated but not completed at the expiration of this Implementing **Arrangement until** their completion **as** mutually agreed in writing **by** the Parties.
- C. Either Party may terminate this Implementing Arrangement at **any** time **upon** 6 months **advance** written notification. Such termination **shall be** without prejudice **to the rights** that may have accrued to either **Party** under this Implementing Arrangement up to the date of termination.

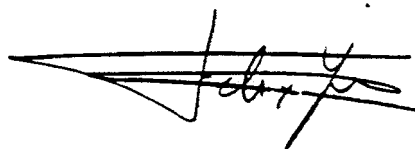
Done at *Madrid*, this *9th* day of *1997*, in duplicate, in the **English** and Spanish languages, both texts being **equally** authentic.

FOR THE DEPARTMENT OF ENERGY
OF THE **UNITED STATES OF AMERICA**

FOR THE MINISTRY OF INDUSTRY
AND ENERGY
OF THE KINGDOM OF SPAIN
(CENTER FOR ENERGY,
ENVIRONMENTAL, AND
TECHNOLOGICAL RESEARCH)



Lawrence G. Rossin
Charge d'Affaires, a.i.



Felix Yndurain Munoz
Vice President and Director General
CIEMAT (RD 1701/1995)

PROJECT ANNEX I

This **Project** Annex is subject to the Implementing **Arrangement** between the Department of Energy of the United States of America (DOE) and the **Ministry** of Industry and Energy of the Kingdom of Spain (**the Ministry**) on cooperation on research in radiological evaluations.

I. Responsibilities of the Parties

The **DOE Office** of **International** Health Programs and the Center for Energy, Environmental, and Technological Research of the Ministry (**CIEMAT**) will carry out activities under this Project Annex. **CIEMAT** will have primary responsibility and **DOE** will support **CIEMAT**, as appropriate, in **the** conduct of the following activities:

- A. Scientific collaboration and exchanges of technical expertise and **data**, with particular focus on the validation of radiological environment and health assessments;
- B. Environmental surveillance involving continuous monitoring and cross-validation checks of plutonium and americium levels in **soil**, air, water, vegetation, and local animals, with special emphasis to be placed on determining the risks associated with resuspension and the reassessment of the presence of plutonium and americium in:
 - (a) areas plowed to 30 centimeters in 1966;
 - (b) newly-cultivated areas; and
 - (c) areas that were not cleaned up following the release of fissionable materials in **Palomares**, Spain, on January 17, 1966;
- C. Assessment of **internal** radiation exposure involving bioassay of plutonium and americium, particularly in agricultural workers; and
- D. Periodic medical surveillance of the population of **Palomares**, Spain.

II. Funding and Budget

- A. **DOE** and **CIEMAT** will share the costs incurred by **CIEMAT** in accordance with the Implementing Arrangement. **DOE** will reimburse **CIEMAT** on an annual basis for 25 percent of the total **annual costs** incurred by **CIEMAT** in **carrying out** activities under Section **I** of this Project Annex, up to a total of \$300,000, and will provide an additional \$50,000 to support the program review under Section **III** of this Project Annex.
- B. By April 15 of each year, **CIEMAT** will prepare, and submit to DOE, an annual work proposal, including estimated budget, for joint activities to be carried out under this Project Annex. **CIEMAT** will maintain a system of accounts that is in accordance with accounting principles generally accepted in Spain and will give DOE access to the accounts.

III. Program Review

To facilitate future research **planning**, in **the first year** of operation of this Annex DOE will work with CIEMAT to establish a **panel** of outside independent experts to review and summarize the scientific **and** technological aspects of the program in **Palomares**, Spain, and to make recommendations on future directions. The review panel **wiii** be composed of four independent outside experts. two selected by DOE **and** two **selected** by **CIEMAT**. DOE **will** provide \$50,000 to support **the** program review and **will** work with **CIEMAT** to formulate a charter and **timetable** of activities for this **panel**.

IV. Progress Reports

By **April 15** and **October 15** of each year, **CIEMAT will** provide to DOE a semiannual progress report. Such reports **will** include scientific data **resulting** from activities conducted under this Project Annex, summaries of reports of the scientific study and assessment **and** any publications **resulting** from such activities.

V. Duration

Project Annex I will be governed by the terms of **Article 12** of the Implementing Agreement between the Department of Energy of the United States of America and the Ministry of Industry and Energy of the Kingdom of Spain.

Done at *Madrid* this *7th* day of *1997*, in duplicate, in the English and Spanish languages, both texts being **equally** authentic.

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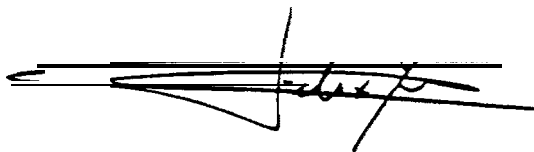
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FOR THE OFFICE OF
INTERNATIONAL HEALTH
PROGRAMS OF THE DEPARTMENT
OF ENERGY
OF THE UNITED STATES OF AMERICA

THE CENTER FOR ENERGY,
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OF THE MINISTRY OF INDUSTRY
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OF THE KINGDOM OF SPAIN

Barrett N. Fountos

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